

Creditor: KEITH MARTIN MACK, Propia Persona
 2949 LOS ROBLES ROAD,
 THOUSAND OAKS, CALIFORNIA 91362
 Telephone No. : (805) 496-6092

Debtor: Warehouse 86, LLC

Bankruptcy Courtroom
 100 East Capital Street, Room 106
 Jackson, Mississippi 39225
 601 966-5241
 Honorable Judge Edward Ellington

DANNY L. MILLER
 CLERK
 BY _____ DEPUTY

09 OCT - 6 AM 8:58

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

WAREHOUSE 86, LLC
 Debtor,

vs.

KEITH MARTIN MACK
 Creditor

CASE NO.: **08-03423-EE**
 Chapter 11

Creditor Keith Martin Mack's Objections
 to Debtor Warehouse 86, LLC's proposed
 Disclosure Statement. (set 2)

Date: 10/26/09 Time: 1:30 p.m.
 Dept: Bankruptcy Courtroom

**CREDITOR KEITH MARTIN MACK'S OBJECTIONS TO DEBTOR
 WAREHOUSE 86, LLC'S PROPOSED DISCLOSURE STATEMENT.**

Keith Martin Mack ("Creditor") files and submits to Warehouse 86, LLC ("Debtor"), and the Bankruptcy Court, these objections and request for proof of facts contained or omitted in Debtors Statement submitted by Debtor to the Bankruptcy Court, as Creditor believes the Disclosure Statement is inadequate in its information of a kind and it is insufficient in detail to enable a hypothetical inventor of relevant classes to make an informed judgment whether to accept or reject the plan. Creditor requests hearing on the matter, including ample time for discovery.

The following is in addition to the papers filed with the Court dated August 17, 2009, "CREDITOR KEITH MARTIN MACK'S OBJECTION AND PROPOSED MODIFICATION OF THE PROPOSED DISCLOSURE STATEMENT FOR DEBTOR'S

1 CHAPTER 11 PLAN."

2 Therefore, Creditor Keith Martin Mack objects to some facts presented
3 or omitted in Debtors proposed Disclosure Statement and presents to the Court the
4 following information:

5 1. Creditor Keith Martin Mack was omitted from the Debtors list of the
6 "20 LARGEST UNSECURED CLAIMS", as Creditor's claim is in the amount
7 estimated damages which might arise from pending lawsuit in the amount sought of
8 \$500,000.00.

9 2. As a claimed secured debt in the amount of \$127,729.00, Debtor, (who
10 was also the auctioneer of goods to Creditor) is required to reimburse in cash
11 monies paid for auction items, per written contract between Debtor and Creditor for
12 items never received, including damaged items Debtor refused to receive. Also
13 including applicable laws of "Benefit of the Bargain" which provides for
14 reimbursement of loses from those auctioned items from the purchase of 14K gold
15 which was never delivered to Creditor (see refund on attachment "A").

16 3. Under what legal authority has the Debtor placed the three Corporate
17 Officers/Owners as Unsecured or Secured creditors for almost \$800,000.00?

18 4. Creditor has admitted to selling on Ebay.com. Ebay auctions are payed
19 through PayPal. Considering a reported monthly revenue of \$900,000.00 for
20 January 2008, how does the Debtor justify the small amount of money owed to
21 them by Paypal (i.e accounts receivable) at time of filing?

22 5. Debtors claim a reduction in 2007 off their \$21 Million dollars in
23 listings on ebay of 25%, then another reduction off that of 25%, That would yield no
24 less than 56.25% of their original annual rate of \$25 million, if true and factual,
25 netting the Creditor no less than \$1,171,875 monthly for each month of 2008.
26 Creditors need actual accounting statements to establish true value of
27 company/assets to make informed decisions.

28 6. Debtor has intentionally misrepresented the number of warehouses

1 they shipped from, it was at least four, not two as claimed, (Arizona, Utah,
2 Mississippi, Tennessee).

3 7. The reported damage to one of their facilities does not account for
4 their reported drop of income of more than \$1,183,333 per month (claimed income
5 loss of \$14.2 million per year). Considering Debtor had continued sales from their
6 other facilities in Arizona, Utah, and Tennessee, and they also had other outlets
7 other than Ebay in 2008 for sales, i.e. "Bidtopia." and "Bargainland Premier", and
8 that they were operational near the damaged facility in Mississippi within days,
9 accuracy of Debtors claims are at question.

10 8. Proof of Cause for the hiring the Santi Company, their true identity,
11 including proof of any agreements held between the parties and proof to justify such
12 expenses made by "dying company" (Debtor) to the Santi Company.

13 9. Creditor was not notified of the Sale Motion (Dkt. #32) to Mr. May for
14 any discounted price of that beyond the Sale Motion originally requested by the
15 Debtor.

16 10. Debtor has not provided Sufficient information regarding repayment
17 of a "secured note" to one Stuart M Irby, in the amount of \$750,000 from the sale of
18 the business.

19 11. Creditors are entitled to know what are "tremendous damage" and
20 "significant damages" that occurred that significantly affect a \$25 million a year
21 company, with continuing income from at least three other locations, including that
22 fourth shipping facility, which was operational within days.

23 12. Further, if Debtor got its fourth warehouse up and running within two
24 weeks, then what was the income for March 2008 until filing Bankruptcy, including
25 accounts receivable?

26 13. Creditor claims a welder burnt down their building in Mississippi, then
27 there is a liability factor of the welder/company. Is there an outstanding or potential
28 recovery from Debtors insurance or the welders which would offset any losses?

1 14. What was the relationship prior to the Debtor, its owners and the new
2 buyer, Mr. Maym to the sale? Thousands and thousands were spent to find a buyer,
3 then Mr. May came to save the day, at a yet reduced sales price.

4 15. Debtor has not provided enough information regarding repayment of a
5 "loan to debtor" to repay DIP, in the amount of \$440,350.38, while continuing to
6 receive income, and no accounting for the money has been presented.

7 16. Creditors are uncertain what "claims Debtor has resolved" during
8 bankruptcy, and to what end or legal justification they have to do this on their own
9 during Chapter 11.

10 17. Under what legal or justifiable authority has the Debtor placed the
11 three Corporate Officers/Owners as holders of claims, with an entitlement to vote?

12 18. There is inadequate disclosure information of "Professional
13 Compensation and Reimbursement Claims", specifically as to whom exactly the
14 Debtor is referring, and in what amounts, and for what specific reasons and
15 purpose.

16 In summation, Creditor objects to the Debtor Warehouse 86, LLC's proposed
17 Disclosure Statement as to the truthfulness and completeness of fact and content as
18 there are many unanswered questions and misinformation in proposed Disclosure
19 Statement. It is inadequate in its information of a kind and it is insufficient in detail
20 to enable a hypothetical inventor of relevant classes to make an informed judgment
21 whether to accept or reject the plan.

22 Creditor requests the court order a hearing regarding the proposed
23 Disclosure Statement, and allow sufficient time for discovery of aforementioned
24 issues or any addition issues that may result from discovery.

25 Respectfully Submitted,

26 By 

27 Dated: 10/2/2009 Keith Martin Mack, Propria Persona
28

aBay: Set Of 10 NEC D16306BGF Memory Cards NR (item 1...

file:///Volumes/RAID%20400/**EBAY%20BOUGHT%20US...

for local pickups. The Bargainland facility does not accept payment of any kind so be sure to complete the payment link prior to your visit and bring a copy of your id to help facilitate the pulling of your merchandise. All local pick up customers will also be required to present a valid form of ID (drivers license or credit card) with the name that appears on their eBay account. Customers will also be required to sign for product before leaving the facility. Please remember that any purchased product not picked up after 30 days will remain the property of Bargainland and you will be credited for your full purchase minus a \$5 or 20% restocking fee (whichever is higher). Please remember, do not show up for your local pick up without making prior arrangements through the customer service department, as the facility will not be prepared to handle your order. Unscheduled pickups will be turned away!

PAYMENT

Payment for all items is due within 5 days of the auctions ending date. Bargainland sends an e-mail reminder each night with a check out link until payment is made. Paying bidders will be left negative feedback.

FEEDBACK

Positive feedback is left automatically when winning bidder leaves a positive comment for Bargainland. Leaving Bargainland a negative feedback may result in a negative counter feedback, or other appropriate response, to be determined by customer service.

REFUND POLICY GENERAL

Please remember that Bargainland sells items in various condition, from brand new and factory sealed to severely damaged and parts only. Please make sure you are aware of the condition of each item prior to bidding.

Bargainland has 5 types of refunds. All refund claims must be made within 7 days from receipt of product and all requests must be in writing (e-mail service@bargainland.net). With the exception of a missing item all refunds will require a return authorization number (RMA) issued by Bargainland and the item must be shipped back to Bargainland for inspection and processing. Failure to obtain an RMA prior to returning an item to Bargainland will result in an Unauthorized Return with no additional penalties (see below for details). All returned items must be sent through the mail (UPS, DHL, Fed-Ex or Postal Service) and may NOT be dropped off in person. Any reimbursements by Bargainland will be made via the payment method chosen by the customer when the item was purchased (ie: if you paid with your Visa card you will be refunded on your Visa Card). Please note that refunds take up to 7 days to post to your account and may not be visible until your next months billing statement.

REFUND MISSING ITEM

In the event that Bargainland is missing or loses the auction item, the customer will be fully refunded for that item including all shipping costs (to and from the customer) and packing/handling fees related to that item. All refund claims must be made within 7 days from receipt of product and all requests must be in writing (e-mail service@bargainland.net).

REFUND INCORRECT ITEM

In the event that a customer receives an item different than the item that appeared at auction, the customer will be fully refunded for that item including all shipping and packing/handling fees related to that item as well as return shipping costs, up to the shipping amount originally charged for the item returned. In order to receive a refund the customer must contact Bargainland for an RMA number and mail the item back in the same condition that it was received. All refund claims must be made within 7 days from receipt of product and all requests must be in writing (e-mail service@bargainland.net).

REFUND SHIPPING DAMAGE

Bargainland sells items in various conditions from new to damaged. In the event that an item is damaged, beyond the condition stated at auction, the customer may be eligible for a refund. The amount of the refund will be the amount of the winning bid, plus all shipping costs (up to the shipping amount originally charged for the item returned) and packing/handling fees related to it up to the amount of insurance purchased on the package. In order to receive this refund the customer must contact Bargainland for an RMA number and mail the item back in the same condition and in the same original packaging that it was received. All refund claims must be made within 7 days from receipt of product and all requests must be in writing (e-mail claims@bargainland.net).

REFUND BUYERS REMORSE

In the event that a customer wishes to return an item for ANY reason which is not mentioned above, the customer must contact Bargainland for an RMA number (Return Merchandise Authorization) and mail the item back in the same condition that it was received. Bargainland will refund the full purchase price for the item minus a 20% restocking fee (whichever is higher). Bargainland will NOT refund any shipping, packing or handling fees. All refunds must be sent by mail, to confirm receipt, and must be delivered in person.

REFUND UNAUTHORIZED RETURN

In the event that Bargainland receives any item that does not contain an RMA number (Return Merchandise Authorization) and to the extent that Bargainland can identify the item, Bargainland will refund the full purchase price for the item minus a 30% restocking fee. Bargainland will NOT refund any shipping, packing or handling fees.

[click here for shipping quote](#)

Payment methods accepted

Direct Through Bargainland



PayPal

**What are Bargain Bucks?**

BLsammerBL BLExvQ29MBQJYERITA==BL BLExvQ29MBQJYERITA==92BL BLCatConsumerElectronicsBL BLG-0873624BL BLDC3BL

Exhibit A

From: Origin ID: JSNA (805) 496-6092
 Keith Mack
 GoPurchase.net
 2949 Los Robles Rd

Thousand Oaks, CA 91362



Ship Date: 02OCT09
 ActWgt: 0.5 LB
 CAD: 7572041/NET8080
 Account#: S

Delivery Address Bar Code



SHIP TO: (601) 965-5301

BILL SENDER

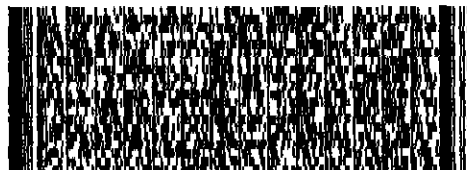
Clerk
 U.S. Bankruptcy Court
 100 E CAPITOL ST

JACKSON, MS 39201

Ref #
 Invoice #
 PO #
 Dept #

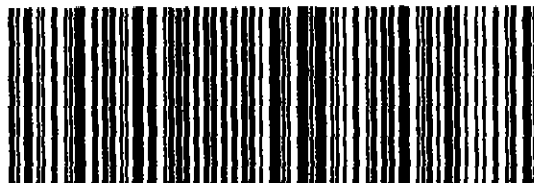
TRK# 7979 8738 0162
 0201

MON - 05OCT A2
 STANDARD OVERNIGHT



XX JANA

39201
 MS-US
 MEM



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

[Global Home](#) | [Small Business Center](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Security & Privacy](#) | [Site Map](#)

This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2009 FedEx